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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

Abdi Nazemian, et al.,

Plaintiffs,

vs.

NVIDIA Corporation,

Defendant.

Master File Case No. 4:24-cv-01454-JST (SK)
Consolidated with Case No. 4:24-cv-02655-JST (SK)

**JOINT CASE MANAGEMENT
STATEMENT**

CMC Date: December 5, 2025
Time: 1:30 p.m.
Location: via Zoom
Judge: Hon. Jon S. Tigar

Pursuant to Civil Local Rule 16-9(d), the Standing Order for All Judges of the Northern District Of California (updated Nov. 30, 2023), and the Court’s Minute Order, Dkt. 169, counsel for Plaintiffs Abdi Nazemian, Brian Keene, Stewart O’Nan, Andre Dubus III, Susan Orlean, and the proposed Class (together “Plaintiffs”) and Defendant NVIDIA Corporation (“NVIDIA” or “Defendant”) (collectively the “Parties”), have met and conferred and respectfully submit this Joint Case Management Statement in advance of the Case Management Conference on December 5, 2025. The parties are prepared to appear remotely before the Court on December 5, 2025, but agree that this case is proceeding apace and that a Case Management Conference is not necessary at this time. This Joint Case Management Statement reports the progress or changes since the parties’ Joint Case Management Statement on August 15, 2025. The parties provide updates for the Court at Sections 2, 3, 4, 5, 8, 9, 11, 12, 15, 16, and 17.

2. Facts

a. Plaintiffs’ Statement

In early 2024, NVIDIA publicly stated that it used a dataset containing pirated books to train Large Language Models (“LLMs”). NVIDIA copied those pirated books for free, without even paying the customary purchase price, and commercially exploited them including to train large language models. This is far afield from any fair use: LLMs are capable of generating an infinite volume of outputs that flood the market for books, and NVIDIA has negatively impacted the rapidly developing market for licensing training data by obtaining books without compensating copyright holders. It has done all of this while using the pirated books for its own commercial purposes, both by training LLMs and by providing tools to customers that enable use of the pirated works, encouraging further infringement. Plaintiffs, writers who own copyrights in books that Defendants illegally downloaded and used, filed two separate actions—the *Nazemian* Action and the *Dubus* Action—each alleging one count of copyright infringement against NVIDIA under the Copyright Act, 17 U.S.C. § 501.

On September 26, 2025, NVIDIA produced documents indicating the use of datasets from online criminal enterprises. Plaintiffs informed NVIDIA of their intention to seek leave to amend shortly after NVIDIA produced these documents—and filed their motion just hours after NVIDIA

1 informed Plaintiffs it would oppose leave to amend. *See* Dkt. 193 at 2. This easily satisfies the good
2 cause standard under Rule 16. *See* Dkt. 193; 211.

3 **b. Defendant's Statement**

4 Plaintiffs' lawsuits seek to create a nonexistent right to control the use of uncopyrightable
5 facts, language patterns, and grammatical usage in the public domain. Because they cannot allege
6 that the outputs of NVIDIA's LLMs infringe their copyright, Plaintiffs can only raise a single direct
7 copyright infringement claim based *only* on allegations that the training process for NVIDIA's
8 Nemo Megatron LLMs, a single model family that was never commercialized, somehow infringes
9 their copyright. But LLM training is a protected fair use because, among other things, it measures
10 statistical correlations in the aggregate, across a vast body of data, and encodes them into the
11 parameters of a model. Plaintiffs do not and cannot contend that they have a copyright over those
12 statistical correlations. Plaintiffs attempt to divorce the data from the training process, but the data
13 referenced was used for training and their allegations are limited to the training process. Accepting
14 Plaintiffs' theory would therefore require extending copyright law far beyond its intended
15 protection of specific expressions to cover facts, grammar rules, language patterns, and other
16 statistical correlations that exist in the public domain. That has never been the law, and for good
17 reason.

18 Finally, Plaintiffs failed to show the requisite good cause to amend their complaint because
19 their amendment is based on information available to them well before their proposed amendment
20 and their original filing, and fails to state viable claims. *See* ECF 206 at 4-10.

21 **3. Legal Issues**

22 **a. Plaintiffs' Statement**

23 There is no question that NVIDIA downloaded Plaintiffs' books from pirated sources for
24 commercial gain without authorization or compensation. That, alone, is copyright infringement and
25 a manifestly unfair use. *See, e.g., A&M Recs., Inc. v. Napster, Inc.*, 239 F.3d 1004, 1015 (9th Cir.
26 2001) (affirming no fair use for downloading works); *Bartz v. Anthropic PBC*, 787 F. Supp. 3d
27 1007, 1026 (N.D. Cal. 2025) ("Pirating copies to build a research library without paying for it, and
28

1 to retain copies should they prove useful for one thing or another, was its own use—and not a
2 transformative one.”).

3 Defendant’s principal argument is that it is fair use to reproduce Plaintiffs’ books to *train*
4 *LLMs*. Not so. For starters, NVIDIA’s use is non-transformative because it exploits precisely what
5 the Copyright Act protects: NVIDIA mines the protected expression in these books to calibrate its
6 LLMs to mimic their expression. *See, e.g., Thomson Reuters Enter. Ctr. GMBH v. Ross Intel. Inc.*,
7 765 F. Supp. 3d 382, 398–400 (D. Del. 2025) (not fair use to copy text when AI company meant to
8 generate “market substitute”); *Andy Warhol Found. for the Visual Arts, Inc. v. Goldsmith*, 598 U.S.
9 508, 525, 528 (2023) (question of “transformativeness” under first fair use factor is whether
10 challenged use serves purpose similar to that of the original work, regardless of whether secondary
11 work adds new expression or meaning). It is telling that *both* of the cases on which NVIDIA
12 principally relies—*Bartz* and *Kadrey*—would spell doom for its fair use defense. In *Bartz*, Judge
13 Alsup concluded that downloading works from pirated sites was “inherently, irredeemably
14 infringing even if the pirated copies are immediately used for the transformative use and
15 immediately discarded.” 787 F. Supp. 3d 1007, 1025 (N.D. Cal. 2025). And in *Kadrey*, Judge
16 Chhabria held that in “most cases” the use of copyrighted materials to train large language models
17 will not be fair use because “[g]enerative AI has the potential to flood the market with endless
18 amounts of images, songs, articles, books, and more,” and therefore poses the risk of
19 “undermin[ing] the market for those works.” 788 F. Supp. 3d 1026, 1034 (N.D. Cal. 2025). Under
20 whatever test NVIDIA seeks to advance here, it is liable for copyright infringement.

21 There are numerous other questions of law or fact common to the class, and those issues
22 predominate over any question affecting individual class members. *See* Section 9, *infra*.

23 **b. Defendant’s Statement**

24 Among other issues, including whether this case can properly be certified as a class action,
25 this case presents two interrelated questions: *First*, whether Plaintiffs’ claims represent an
26 impermissible attempt to copyright facts, language patterns, and grammar. *Second*, whether any
27 copying by NVIDIA is a fair use. Although training AI is a recent phenomenon, the legal principles
28 governing this case were established long ago: Copyright law does not grant property rights over

1 facts, ideas, data, patterns, or information. As the Supreme Court has explained: “[N]o matter how
 2 much original authorship the work displays, the facts and ideas it exposes are free for the taking.”
 3 *Feist Pubs., Inc. v. Rural Tel. Serv. Co.*, 499 U.S. 340, 349 (1991). Copyright law is limited in scope
 4 so that “[i]t encourages others to build freely upon the ideas and information conveyed by a work”
 5 to ensure it “advances the progress of science and art.” *Id.* at 349-50 (internal quotations and
 6 citations omitted); *Baker v. Selden*, 101 U.S. 99, 102-04 (1879); U.S. Const., Art. I, § 8, cl. 8; 17
 7 U.S.C. § 102(b).

8 In addition, fair use protects the ability to copy for a transformative purpose. As an example,
 9 the Ninth Circuit ruled that making intermediate copies of entire source code files was fair use
 10 where the copying provided access to the unprotected ideas and functions embedded in that code
 11 and the defendant created a transformative new product. *Sony Computer Ent. Inc. v. Connectix*
 12 *Corp.*, 203 F.3d 596, 602-08 (9th Cir. 2000); *see also Authors Guild v. Google, Inc.*, 804 F.3d 202,
 13 224-25 (2d Cir. 2015) (copying entire books to create a searchable database is fair use). NVIDIA
 14 disputes Plaintiffs characterizations of the facts and law and specifically denies that NVIDIA has
 15 ever used Plaintiffs’ books for commercial gain or that NVIDIA ever acted in bad faith. *Campbell*
 16 *v. Acuff-Rose Music, Inc.*, 510 U.S. 569, 585 n.18, (1994) (“If the use is otherwise fair, then no
 17 permission need be sought or granted.”); *Google, LLC v. Oracle Am., Inc.*, 593 U.S. 1, 32 (2021)
 18 (“*Campbell* expressed some skepticism about whether bad faith has any role in a fair use analysis.
 19 We find this skepticism justifiable”).

20 Two recent decisions in this district have found that the training of AI models by other
 21 defendants with datasets alleged to contain copyrighted works was a protected fair use. *See Bartz*
 22 *v. Anthropic PBC*, 787 F. Supp. 3d 1007, 1033-34 (N.D. Cal. 2025) (“[t]he copies used to train
 23 specific LLMs were justified as a fair use. Every factor but the nature of the copyrighted work
 24 favors this result. The technology at issue was among the most transformative many of us will see
 25 in our lifetimes.”); *Kadrey v. Meta Platforms, Inc.*, 2025 WL 1752484, at *2 (N.D. Cal. June 25,
 26 2025) (“no serious question” that Meta’s use of the plaintiffs’ books to train LLMs was “highly
 27 transformative” finding fair use because Meta’s use of authors’ works to train its LLMs was “highly
 28 transformative” even though Meta’s LLMs were projected to generate billions in revenue—unlike

1 NVIDIA's NeMo Megatron LLMs that are provided for free). And Plaintiffs reliance on *Thomson*
2 *Reuters* is inapposite because that case involved an AI startup attempting to be a direct competitor
3 to Reuters, which tipped the balance of Factor 4 against a finding of fair use. 765 F. Supp. at 400.

4 **4. Motions**

5 **a. Pending Non-Administrative Motions**

6 On October 17, 2025, Plaintiffs filed a Motion to Modify Scheduling Order and for Leave
7 to File First Amended Consolidated Complaint (Dkt. No. 193). The motion is fully briefed and a
8 hearing is scheduled for January 8, 2026.

9 **b. Pending Administrative Motions**

10 The parties have filed a number of administrative motions addressing the sealing of sensitive
11 materials that are fully briefed. Dkt. Nos. 192, 195, 198, 203, 207, 209, 210, 215.

12 **c. Anticipated Motions**

13 Plaintiffs informed the Court and Defendant of Abdi Nazemian's intent to withdraw from
14 the case. The parties have been discussing the terms for Mr. Nazemian's withdrawal.

15 The parties are also in the process of meeting and conferring regarding several discovery
16 disputes, as explained in more detail in Section 8, and hope to resolve future discovery disputes
17 without judicial intervention but anticipate that discovery motions may be necessary. The Court has
18 referred this case to Magistrate Judge Sallie Kim for discovery (Dkt. Nos. 104, 105).

19 The parties also anticipate filing and briefing *Daubert* motions, summary judgment motions,
20 and class certification motions.

21 **5. Amendment of Pleadings**

22 The deadline to amend the pleadings passed on April 15, 2025. *Nazemian* Dkt. 71; *Dubus*
23 Dkt. 59. On October 17, 2025, Plaintiffs filed a Motion to Modify Scheduling Order and for Leave
24 to File First Amended Consolidated Complaint (Dkt. No. 193). On November 3, 2025, Defendants
25 filed an opposition (Dkt. No. 205). On November 10, 2025, Plaintiffs filed a reply to Defendants'
26 opposition (Dkt. No. 211). This motion is pending before the Court.

27 Named Plaintiff Abdi Nazemian seeks to be dismissed without prejudice and the parties
28 dispute the terms of his dismissal, as set forth below.

1 **a. Defendant’s Statement**

2 On October 21, 2025, NVIDIA informed Plaintiffs that it will stipulate to dismiss Mr.
 3 Nazemian’s claims with prejudice if Plaintiffs agree to certain standard conditions. Courts routinely
 4 impose obligations on a withdrawing plaintiff who remains a member of the asserted class because
 5 their experiences are “highly likely to be relevant to class certification issues, including
 6 commonality and the typicality of the class representative’s claims, even if [the withdrawing
 7 plaintiff] no longer wishes to be burdened with this litigation.” *Dysthe v. Basic Rsch., L.L.C.*, 273
 8 F.R.D. 625, 628–30 (C.D. Cal. 2011). And because Mr. Nazemian has been a named plaintiff for
 9 twenty months, his testimony remains “far more probative than that of just any person on the street.”
 10 *Rodriguez v. Google LLC*, 2025 WL 2326790, at *2 (N.D. Cal. Aug. 12, 2025). He cannot simply
 11 vanish from the record; NVIDIA is entitled to outstanding discovery to ensure the record is
 12 complete.

13 Accordingly, NVIDIA has requested the following conditions designed to protect the record
 14 and avoid prejudice to NVIDIA: (1) final responses to outstanding discovery requests;
 15 (2) production of all documents regarding the Asserted Works, including loan-out agreements,
 16 assignments, ownership communications, and registrations; (3) production of agreed-upon ESI with
 17 a certification of search parameters; (4) a four-hour preservation deposition on authorship,
 18 ownership, chain of title, and document authentication; (5) dismissal with prejudice; and
 19 (6) ongoing preservation obligations. On November 4, 2025, Plaintiffs rejected NVIDIA’s proposal
 20 without explanation. On November 6, NVIDIA explained the prejudice it would incur and asked
 21 for a meet and confer. NVIDIA followed up on November 13 and 20, but Plaintiffs have not
 22 responded and Mr. Nazemian did not provide supplemental discovery responses by the agreed
 23 deadline to supplement.

24 After twenty months of litigation—during which NVIDIA has expended substantial
 25 resources on discovery—Mr. Nazemian seeks to withdraw before completing discovery or
 26 providing a deposition. This allows him to avoid testifying under oath about critical issues of
 27 authorship, ownership, and chain of title that go to the heart of both his individual claims and class
 28 certification. Document production alone, especially when not certified as complete, is insufficient

1 to protect NVIDIA’s interests. Mr. Nazemian also withdrew 2,871 documents from his production,
2 calling into question the actual volume and relevance of his production. NVIDIA needs Mr.
3 Nazemian’s testimony to address belatedly-produced documents, understand gaps in the
4 production, probe apparent problems with the loan-out and assignment of Mr. Nazemian’s works,
5 and test the circumstances of his withdrawal. The issues on which NVIDIA seeks his testimony are
6 paradigmatic class certification issues, particularly as to typicality and adequacy of representation.

7 Mr. Nazemian placed these issues squarely at issue by serving as a named plaintiff, not to
8 mention that he remains a named plaintiff in other cases. The case Plaintiffs cite, *Roberts v.*
9 *Electrolux Home Products, Inc.*, does not support their position. In that case, the named plaintiffs
10 sought to withdraw due to serious health problems and the court noted defendants had not explained
11 how they would be prejudiced. Unlike *Electrolux*, NVIDIA has explained its prejudice. On the
12 other hand, Plaintiffs have offered *no* explanation for Mr. Nazemian’s withdrawal, leaving only
13 their bare assertion to support that it is made in good faith.

14 Dismissal with prejudice is necessary to ensure that Mr. Nazemian does not later attempt to
15 refile the same claims on a delayed schedule, forcing NVIDIA to litigate his claims twice. *See In*
16 *re Exxon Valdez*, 102 F.3d 429, 432 (9th Cir. 1996) (affirming denial of leave to dismiss without
17 prejudice because “the defendants had spent two and a half years and substantial amounts of money
18 to obtain discovery”).

19 **b. Plaintiffs’ Statement**

20 Plaintiff Abdi Nazemian seeks to withdraw from the case as a named Plaintiff, without
21 prejudice to his ability to participate as an absent class member if a class is certified here.

22 NVIDIA will not be prejudiced by Nazemian’s withdrawal. It argues that Nazemian’s
23 experiences are likely to be relevant to class certification—but Plaintiffs produced nearly 3,600
24 documents from Mr. Nazemian, including more than 900 on the deadline for substantial completion
25 of discovery. He has now substantially completed his document production and agrees to fully
26 complete production of any remaining documents by the close of discovery. This substantial
27 production will help resolve class certification issues regardless of whether Nazemian remains a
28 named plaintiff, and—far from “vanish[ing] from the record”—Nazemian does not seek to claw

1 back documents.

2 NVIDIA has no reason to condition Nazemian's withdrawal on additional discovery
3 obligations. There has been no delay in prosecuting this action, Nazemian's request is made in good
4 faith, and this case is still months from the close of fact discovery and more than a year away from
5 any conceivable trial, leaving NVIDIA plenty of time to seek any discovery it may need without
6 burdening Nazemian. *See Roberts v. Electrolux Home Prods., Inc.*, No. SACV 12-1644 CAS, 2013
7 WL 4239050, at *2 (C.D. Cal. Aug. 14, 2013) (outlining these factors when considering
8 withdrawal; declining to condition withdrawal on additional discovery). NVIDIA has not
9 "explained how any of its other preparations in this case would be undermined" if Nazemian were
10 to withdraw without sitting for a deposition or fulfilling NVIDIA's laundry list of requests. *Id.*
11 Therefore, its requests should be rejected.

12 Neither of NVIDIA's cited cases stand for the premise that Nazemian must continue to
13 respond to discovery requests or sit for a deposition after withdrawing from the case. *Rodriguez*,
14 for instance, involved a plaintiff's motion to *exclude* existing deposition testimony of a named class
15 representative (who sought to withdraw). 2025 WL 2326790, at *1. Nazemian is not seeking to
16 claw back documents, nor is he a named class representative withdrawing weeks before trial.
17 Similarly, *Dysthe* involved a defendant's motion to depose a named class member who sought to
18 withdraw *after* plaintiffs filed their motion for class certification. 273 F.R.D. at 627–29. The Court
19 granted the motion only after noting that the plaintiff's claims "formed one of the bases of Plaintiffs'
20 action from the outset of this litigation." *Id.* at 629. Not so here, where Nazemian's claims are
21 materially identical to those of the putative class.

22 NVIDIA's fear that it might have to defend itself against a similar claim at some unknown
23 point in the future has no bearing on whether Nazemian should be dismissed with prejudice. *See*
24 *Hamilton*, 679 F.2d at 145 ("Plain legal prejudice, however, does not result simply when defendant
25 faces the prospect of a second lawsuit or when plaintiff merely gains some tactical advantage.").

26 **8. Discovery**

27 The deadline for the close of pre-certification fact discovery is March 6, 2026 (Dkt. No.
28 188) and the parties are conducting discovery.

1 **a. Recent Orders and Stipulations**

2 Since the parties' August 15, 2025 Joint Case Management Statement, the Court has entered
3 the following orders: Order setting the scope of discovery (entered by Magistrate Judge Kim on
4 August 21, 2025 at ECF 168); Order denying Plaintiffs' motion for relief from the order setting the
5 scope of discovery (entered by the Court on September 25, 2025 at ECF 183); Order regarding
6 Plaintiffs' custodian request (entered by Magistrate Judge Kim on September 11, 2025 at ECF 177);
7 Order denying as unnecessary Defendant's request to compel productions by Plaintiffs (entered by
8 Magistrate Judge Kim on September 30, 2025 at ECF 184); Order clarifying the scope of large
9 language model discovery, denying Plaintiffs' request for an order that Defendant identify and
10 produce discovery on all large language models trained on The Pile (entered by the Magistrate
11 Judge Kim on October 2, 2025 at Dkt. 185); Order granting Plaintiffs' motion to amend the
12 scheduling order (entered by the Court on October 15, 2025 at Dkt. 188); Stipulation and Order
13 regarding the deadline to identify custodians (filed on October 17, 2025 at Dkt. 191; entered by the
14 Court on October 21, 2025 at Dkt. 194); Order regarding Defendant's proposed search terms
15 (entered by the Court on October 28, 2025 at Dkt. 197); Amended Protective Order (filed on
16 November 3, 2025 at Dkt. 204; entered by the Court on November 5, 2025 at Dkt. 208); and Order
17 granting the Parties' joint stipulation to modify the scheduling order (entered by the Court on
18 December 1, 2025 at Dkt. 219).

19 **b. Document Production and ESI Collection**

20 ***i. Custodians and Search Terms***

21 Plaintiffs identified 21 custodians by the deadline to designate custodians without a
22 showing of good cause and proposed 11 search terms. The parties are negotiating the scope of one
23 search term, but productions in response to the other search terms are complete.

24 On September 5, 2025, NVIDIA proposed 12 search terms to run over each named
25 Plaintiff's ESI. On October 28, 2025, Magistrate Judge Kim ordered plaintiffs to run modified
26 versions of those terms. Dkt. No. 197 (citing Dkt. No. 190-2).

27 ***ii. Plaintiffs' Position on Document Productions***

28 Plaintiffs made their first document production on February 7, 2025 and have since made

rolling productions and substantially completed production on November 24, 2025. Plaintiffs produced 29,135 documents, totaling 270,610 pages.

NVIDIA complains that Plaintiffs have produced irrelevant documents. When “broad discovery requests lead to relevant documents being mixed in with seemingly irrelevant documents, the fault lies just as much with the party who made the request as with the party who produced documents in response.” *Wilcox v. Changala*, 2012 WL 12844083, at *3 (E.D. Wash. Jan. 18, 2012). NVIDIA chose to make broad document requests, Plaintiffs ran the search terms as NVIDIA requested and the Court ordered (despite noting that the request was overbroad), and NVIDIA now blames Plaintiffs for producing the documents that hit on the terms that *NVIDIA asked for*. NVIDIA must take the bitter with the sweet.

iii. NVIDIA’s Position on Document Productions

A. NVIDIA’s Production: NVIDIA made its first document production on January 24, 2025, following entry of the Protective Order on January 8, 2025 (Dkt. 99). NVIDIA has since produced 26,328 documents, totaling 179,289 pages and more than 86 gigabytes of data. NVIDIA’s production is substantially complete as to all custodians as of the date of this statement.

B. Plaintiffs’ Production: Plaintiffs’ current production counts are as follows:

Plaintiff	Initial Production (withdrawn)	Current Productions	Date of Last Production
Nazemian	2,871	1,211	11/24/25
Keene	32	657	11/24/25
O’Nan	89	576	11/24/25
Dubus	-	10,104	11/25/25
Orlean	-	13,946	11/25/25

These production counts are significantly inflated because Plaintiffs have refused to conduct a relevance review. The problem began on August 28, 2025, when the Nazemian Plaintiffs had to withdraw their initial document production of more than 2,800 documents as irrelevant. Unfortunately, even after that incident Plaintiffs continued to produce hundreds of personal communications and other irrelevant documents, including communications about purchasing alcohol and social media posts with no relation to this litigation. Now, after the substantial completion deadline, Plaintiffs imply they simply produced every document that hit on a search term, without conducting a relevance review, because having to review thousands of wholly

1 irrelevant documents is somehow “the bitter” price NVIDIA must pay for seeking discovery.
2 However, Plaintiffs represented to the court they would be reviewing documents that hit on search
3 terms in arguing burden to narrow those NVIDIA’s proposed search terms. Dkt. 190 at 7-8
4 (Plaintiffs’ argument about the burden due to the “universe [of documents] that will have to be
5 reviewed.”). Plaintiffs cannot have it both ways.

6 **c. Written Discovery Requests**

7 The parties are continuing to meet and confer regarding outstanding discovery requests.

8 **i. Plaintiffs’ Requests to NVIDIA:**

9 Plaintiffs served their First and Second Sets of Interrogatories on May 1 and May 13, 2025,
10 their First Requests for Admission on June 17, 2025, and their First, Second, and Third Sets of
11 Requests for Production on July 10, 2024, June 17, 2025, and September 22, 2025, respectively.
12 NVIDIA timely served responses and objections. To date, Plaintiffs have served 64 requests for
13 production and 54 requests for admission. The number of interrogatories Plaintiffs served is
14 disputed, but is not less than eighteen.

15 **ii. NVIDIA’s Requests to Plaintiffs:**

16 NVIDIA served on Plaintiffs its First and Second Sets of Interrogatories on June 4 and
17 September 11, 2025, its First, Second, and Third Sets of Requests for Production on July 23, 2024,
18 June 4, 2025, and September 8, 2025, and its First, Second, and Third Sets of Requests for
19 Admission on July 21, September 10, and October 1, 2025, respectively. Plaintiffs timely served
20 responses and objections. To date, NVIDIA has served 25 requests for production, 96 requests for
21 admission, and seven interrogatories. The parties are meeting and conferring regarding Plaintiffs’
22 responses and objections.

23 **iii. Plaintiffs’ Position on Written Discovery:**

24 The parties are continuing to meet and confer regarding outstanding discovery requests and
25 the parties’ productions. This includes meeting and conferring regarding Defendants’ supplemental
26 responses to RFPs, RFAs, Interrogatories, and ESI Interrogatories served on it, and which require
27 supplementation as a result of the Court’s orders regarding the scope of discovery. The parties are
28 also meeting and conferring regarding Plaintiffs’ supplemental responses to interrogatories.

NVIDIA has failed to supplement its ESI Interrogatory and Interrogatory responses in light of Judge Kim's Order at Dkt. Nos. 168 and 185, even after promising to do so since October 2025. Plaintiffs intend to seek relief from the Court. To date, Plaintiffs have served 18 interrogatories.

iv. NVIDIA's Position on Written Discovery:

NVIDIA supplemented its ESI responses on September 19, 2025 and Plaintiffs have not raised any concerns with that supplementation. NVIDIA supplemented its responses to Plaintiffs' RFAs on October 31, 2025 and Plaintiffs have not raised any concerns with those responses. NVIDIA supplemented its responses to Plaintiffs' RFPs on November 24, 2025 and Plaintiffs have not raised any concerns with those responses. NVIDIA also intends to supplement interrogatory responses, including by referring to specific documents pursuant to Rule 33(d), now that substantial completion has passed, as it informed Plaintiffs on November 20, 2025.

Plaintiffs have not requested other supplementation. On November 20, 2025, NVIDIA requested Plaintiffs identify the supplementation that Plaintiffs believe is outstanding and the date of any correspondence with Plaintiffs' position. Plaintiffs have not replied. Plaintiffs also promised supplemental responses in August that remain outstanding, including the interrogatory responses in the First Set of Interrogatories, and NVIDIA's ESI Request No. 8. The parties are continuing to meet and confer regarding Plaintiffs' supplemental responses to interrogatories.

d. Search Terms: The parties continue to meet and confer regarding one of Plaintiffs' proposed search terms to run on Defendants' ESI.

e. Depositions: The parties negotiated a deposition protocol, which the Court entered on June 3, 2025. Dkt. 151.

9. Class Action

Plaintiffs purport to bring this class action on behalf of themselves, and all other similarly situated pursuant to Federal Rules of Civil Procedure 23(a), (b)(2), and (b)(3). NVIDIA believes that class certification is not appropriate.

The current schedule contemplates the filing of a class certification motion on August 28, 2026, with an opposition due October 9 and a reply due December 4, 2026. Dkt. 219. The Court

1 has also indicated that class-related discovery will begin on the date of the class certification order
2 but only if the Court certifies the class.

3 Counsel for both sides have reviewed the Procedural Guidance for Class Action
4 Settlements.

5 **11. Relief**

6 **a. Plaintiffs' Statement**

7 Plaintiffs seek statutory and other damages under 17 U.S.C. § 504 for Defendant's violations
8 of the copyrights of Plaintiffs and the class, including an award of reasonable attorneys' fees under
9 17 U.S.C. § 505 or other applicable statutes and laws. Plaintiffs further seek equitable, injunctive
10 and declaratory relief, including the destruction or other reasonable disposition of all copies of the
11 Infringed Works Defendant made or used in violation of the exclusive rights of Plaintiffs and the
12 class, pursuant to 17 U.S.C. § 503(b). Plaintiffs seek pre- and post-judgment interest on damages
13 awarded to Plaintiffs and the class, at the highest legal rate from and after March 8, 2024, the date
14 the *Nazemian* class action Complaint was first served on Defendant.

15 **b. Defendant's Statement**

16 NVIDIA denies that Plaintiffs are entitled to any damages, permanent injunction, or other
17 relief whatsoever, or that the classes alleged in the Complaints can be certified.

18 **12. Settlement and ADR**

19 The parties have complied with ADR Local Rule 3-5. *See* Dkts. 32-34 (*Nazemian* Plaintiffs);
20 Dkts. 44-45 (*Dubus* Plaintiffs); Dkt. 61 (NVIDIA). The parties continue to meet and confer on an
21 ADR plan.

22 **15. Scheduling**

23 The parties stipulated to a case schedule, which was entered by the Court on June 27, 2025
24 (Dkt. 159). On Plaintiffs' motion, the Court modified the schedule on October 15, 2025 (Dkt. 188).
25 On December 1, 2025 the Court granted the Parties' Joint Stipulation to Modify the Scheduling
26 Order to restore certain dates that were inadvertently removed from the most recent version of the
27
28

1 schedule and correct the timing of deadlines that were inadvertently shortened and moved over
2 holidays (Dkt. 219).

3 **16. Trial**

4 Should the case proceed to trial, the parties agree it should be tried to jury and anticipate a
5 14-day trial.

6 **17. Disclosure of Non-Party Interested Entities or Persons**

7 **a. Defendant's Statement**

8 Paragraph 17 of the Standing Order for All Judges of the Northern District of California –
9 Contents of Joint Case Management Statements requires that “[i]n addition” to the Rule 3-15
10 disclosures, “[i]n any proposed class, collective, or representative action, the required disclosure
11 includes any person or entity that is funding the prosecution of any claim or counterclaim.” *See*
12 Civil Local Rule 16-9 (requiring the parties to address all topics set forth in the Standing Order).
13 NVIDIA identified this deficiency in the August 15, 2025 Joint Case Management Statement. Dkt.
14 165. Plaintiffs’ representation that they “have no further information to disclose” is non-responsive
15 and fails to affirmatively disclose whether any person or entity is funding the prosecution of their
16 claims as required by Paragraph 17. Plaintiffs cannot rely on disclosures made over 18 months ago,
17 when the case was first filed, on a separate issue. Merely referencing their Civil L.R. 3-15
18 disclosures of interested entities—which do not require disclosure of litigation funders—does not
19 satisfy the Standing Order’s separate and explicit funding disclosure requirement.

20 **b. Plaintiffs’ Statement**

21 The *Nazemian* Plaintiffs filed a Certification of Interested Entities or Persons along with the
22 Complaint on March 8, 2024 (*Nazemian* Dkt. 4). The *Dubus* Plaintiffs filed their Certification of
23 Interested Entities or Persons on June 17, 2024 (*Dubus* Dkt. 43). NVIDIA filed a Certification of
24 Interested Entities or Persons on March 28, 2024. *Nazemian* Dkt. 26.

25 Plaintiffs have complied with Civil Local Rule 16-9 and Paragraph 17 of the Standing Order
26 and have no further information to disclose.
27
28

1 DATED: December 2, 2025

2
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ATTESTATION PURSUANT TO CIVIL L.R. 5-1(i)(3)

This document is being filed through the Electronic Case Filing (ECF) system by attorney Joseph Saveri. By their signature, Joseph Saveri attests that he has obtained concurrence in the filing of this document from each of the attorneys identified in the above signature block.

Dated: December 2, 2025

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